

Contract No. 18-101-000
Raba Kistner Consultants, Inc.
Assignment No. 8
Project No. 20-024-2517

**INDEFINITE DELIVERY INDEFINITE QUANTITY
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
RABA KISTNER CONSULTANTS, INC.**

TFC CONTRACT NO. 18-101-000

ASSIGNMENT NO. 8

THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 8

(hereinafter referred to as “Assignment No. 8” or “Assignment”) is entered into by and between the **Texas Facilities Commission**, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and **Raba Kistner Consultants, Inc.**, located at 8100 Cameron Road, Suite B-150, Austin, Texas 78754 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow.

1.0. DESCRIPTION OF PROJECT: The project for which PSP agrees to provide Professional Services is generally described as the evaluation of geotechnical conditions and the development of geotechnical parameters for the construction of pier foundations at Camp Hubbard, Building 1 new metal outbuilding, located at 4000 Jackson Avenue, Austin, Texas (hereinafter referred to as the “Project”), as further depicted in **Exhibit A**, PSP’s IDIQ Proposal No. PAA20-141-00, dated October 19, 2020, Revision No. 1, attached hereto and incorporated herein for all purposes and consisting of four (4) pages.

2.0. DURATION OF ASSIGNMENT: The scope of services of this Assignment No. 8 shall be completed no later than March 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by TFC and shall require an amendment to Assignment No. 8.

3.0. SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT: Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 8.

4.0. SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT: PSP shall perform the services under this Assignment No. 8 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

5.0. **FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No.8 shall not exceed the sum of Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

6.0. **IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:** (a) For this Assignment No. 8, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as **Exhibit B**.

(b) TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

(c) The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.


7.0 **ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

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This Assignment shall be effective as of the date of the last Party to sign.

TEXAS FACILITIES COMMISSION


RABA KISTNER CONSULTANTS, INC.

By: 
07CF7E0555204CB...

Mike Novak

Executive Director

Date of execution: 12/03/2020 | 4:44 PM CST


By: 
0A3E92D54991417...

Gabriel Ornelas, Jr., PE

Senior Vice President

Date of execution: 12/03/2020 | 1:21 PM PST

PM 

DGC 

Dir 

DED 

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EXHIBIT A



[Delivery by Email: dorothy.spearman@tfc.state.tx.us]

Proposal No. PAA20-141-00
October 19, 2020 Revision No. 1

Ms. Dorothy Spearman
Senior Project Manager
Facilities Design & Construction
Texas Facilities Commission
1711 San Jacinto Blvd
Austin, Texas 78701

8100 Cameron Road, Suite B-150
Austin, TX 78754

P 512.339.1745
F 512.339.6174
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal for Geotechnical Engineering Study
Camp Hubbard, Building 1
New Garage/Carport Building
4000 Jackson Avenue
Austin, Texas**

Dear Ms. Spearman:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to submit this proposal for Geotechnical Engineering Services for the above referenced project. The broad objectives of our study will be to determine soil conditions at the site and to develop foundation design recommendations and construction guidelines for support of the new garage/carport building associated with Building 1 at Camp Hubbard in Austin, Texas.

Our services will be performed in general accordance to the ***Indefinite Delivery Indefinite Quantity Professional Services Agreement*** contract between Texas Facilities Commission and RKCI (TFC Contract No. 18-101-000 Amendment 1 effective September 1, 2019) Described in this proposal are:

- our understanding of pertinent project characteristics;
- our proposed scope for field and laboratory study;
- our proposed scope for engineering evaluation and reporting;
- our tentative project schedule; and
- our lump sum study cost.

Project Description

Under consideration in this study is a new garage/carport building, located at the Camp Hubbard Campus in Austin, Texas. The 869 square foot structure will be located adjacent to Building 1 in an existing asphalt paved parking lot. The proposed structure is expected to create relatively light column loads that we assume will not exceed 10 kips each. Based review of the project's structural drawings, dated July 8, 2019, we understand the preferred foundation system is drilled piers.

Field Study

To explore subsurface soil conditions at this site, RKCI will advance one boring to a maximum depth of 15 ft below existing ground surface. The boring will be terminated in rock if rock is encountered below 6 ft from existing ground surface.



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Samples will be taken using conventional Shelby-tube and split-spoon sampling techniques. The borings will be located in the field utilizing a recreation grade hand-held GPS device. Our scope of service does not include surveying in the boring location. The boring will be backfilled utilizing auger cuttings and/or bentonite generated during drilling activities. For conditions where borings are advanced through concrete and/or asphalt surfaces, the borehole will be backfilled with auger cuttings and bentonite and then patched with similar coverings.

Samples collected will be retained in our laboratory for 30 days after submittal of the final geotechnical report.

Laboratory Testing

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subgrade soils. The laboratory testing program is anticipated to include moisture content tests, Atterberg Limits (plasticity) tests, unconfined compression tests, and grain size analyses. However, the actual type and number of laboratory tests will be based on the subsurface conditions encountered in the borings. The laboratory testing will be performed in general accordance with applicable ASTM standards.

Engineering Report

The results of the field and laboratory phases of the study will be reviewed by our staff of engineers and geologists. The results of our review, together with the supporting field and laboratory data, will be presented in a written, engineering report. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- A boring location map and boring logs;
- A summary of the field and laboratory sampling and testing program,
- A summary of the laboratory test results;
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design recommendations, including:
 - seismic site class parameters;
 - available bearing pressure(s) for drilled piers;
 - allowable side shear resistance for drilled piers; and
 - allowable uplift resistance for drilled piers.
- Foundation construction considerations, including:
 - site drainage;
 - site preparation;
 - select fill material specifications;
 - deep foundation excavation considerations; and
 - fill placement compaction.

The final report will be produced in a digital PDF and delivered via email.

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Tentative Project Schedule

Based on our present workload and weather permitting, we anticipate that we could begin the field exploration phase of this study within 3 to 5 working days of receiving your written authorization. The field exploration and laboratory testing phase of the study is expected to take approximately 5 to 7 working days to complete. Engineering analyses and preparation of the engineering report is expected to take an additional one to two weeks to complete, for an approximate project deliverable of approximately three to four weeks. We will be pleased to provide the design team with verbal design information as the data becomes available, once drilling has been completed.

Project Cost

The total lump sum cost of the study scope outlined herein is **\$4,500**.

Should unusual soil conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with our standard fees as indicated on the attached Schedule of Fees for Professional Services.

It is our understanding that the Client will provide access to all boring locations for a conventional, truck-mounted drilling rig and that the Client will provide underground utility clearance. RKCI will assist in locating underground utilities, provided the Client submits documentation of existing utility locations. RKCI will take all precautions to prevent damage to property; however, RKCI cannot be responsible for tire rutting, or damage of landscaping.

It should be noted that our study scope and project cost does not include professional time and travel expenses for participation in design team meetings. Furthermore, our estimate does not include professional time for plan review to determine whether the drawings comply with the intent of the geotechnical recommendations.

We appreciate the opportunity of submitting this contract and look forward to working with you in the development of this project, which will be carried out in accordance with **TFC Contract No. 18-101-000 Amendment 1 effective September 1, 2019**.

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Exhibit A

Raba Kistner Consultants, Inc.

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Very truly yours,

RABA KISTNER CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to be 'R. Kistler', written over a light blue rectangular background.

Reed Kistler, P.E.
Project Manager

A handwritten signature in black ink, reading 'Yvonne G. Thomas', written over a light blue rectangular background.

Yvonne Garcia Thomas, P.E.
Vice President

RSK/YGT: JG
Copies Submitted: Above (1)

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EXHIBIT B

TFC Contract No. 18-101-000
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Exhibit B

Raba Kistner Consultants, Inc.

**LIST OF PSP PROJECT MANAGER
AND
SUBCONTRACTORS
(Name, Company Name, Address & Contact Person (Project Manager))**

A. PSP Project Manager:	Reed Kistler, P.E Raba Kistner, Inc. 8100 Cameron Road, Ste. B-150 Austin, TX 78754 512.339.1745 rkistler@rkci.com	
B. Subcontractors:		
	1. _____ (Name) _____ (Company) _____ (Address) _____ (Cell#) _____ (Email)	
		2. _____ (Name) _____ (Company) _____ (Address) _____ (Cell#) _____ (Email)